



January 22, 2016

Via Email

Mr. Merhawi Keflezighi (hawisports@gmail.com)
Director
HAWI Management

RE: Track & Field Contract effective July 1, 2015 between NIKE USA, Inc. ("NIKE") and Boris Berian (the "Contract")

Dear Merhawi,

On January 20, 2016, in accordance with Paragraph 5 of the Contract, you provided NIKE with the attached offer from New Balance for Boris Berian (the "New Balance Offer"). This letter is to notify you that NIKE matches the New Balance Offer as set forth in Attachment 2 and will enter into a new contract with Boris for the exclusive right and license for his "Athlete Endorsement" in connection with the "Products" and/or NIKE brands (as each is defined in the Contract) and otherwise in accordance with the matched terms set forth in Attachment 2.

Notwithstanding your email, because the New Balance Offer is silent on reductions and NIKE is only obligated to match the terms stated in the New Balance Offer, we will send to you a new contract which will include the stated terms of the New Balance Offer as received. However, if material terms were omitted from the New Balance Offer, such as the purposeful exclusion of reductions, please provide to us for review a revised offer from New Balance that reflects that and all other material terms.

Additionally, as NIKE has informed you of its match of the New Balance Offer, you should notify New Balance that Boris is no longer free to negotiate or enter into a contract with them.

NIKE is delighted that Boris will remain part of the NIKE family.

Yours sincerely,

John Capriotti

cc: Boris Berian
Ben Cesar, NIKE
Leah Rinfret, NIKE



NEW BALANCE ATHLETICS, INC.
 100 GUEST STREET
 BOSTON, MA 02135-2088
 T 617 783 4000
newbalance.com

BORIS BERIAN OFFER COMPENSATION AND BONUS SCHEDULE

I. BASE FEE (SUBJECT TO ADJUSTMENT BASED ON ROLLOVER):

2016	\$125,000
2017	\$125,000
2018	\$125,000

II. TRAVEL:

2016	\$5,000
2017	\$5,000
2018	\$5,000

III. MERCANDISE ALLOTMENT

Yearly \$5,000

IV. PERFORMANCE BONUS:

- A. To attain a performance bonus set forth below ATHLETE must (i) have competed exclusively in NB Products (including Footwear) during the entire Contract Year in which the performance bonus was earned; (ii) competed in NB Footwear and NB Product during the competition in which the performance bonus is earned; and (iii) the NB logo on ATHLETE's Footwear and uniform must be entirely visible (i.e. not covered in any manner by numbered bib) during the competition in which the bonus is earned.
- B. If ATHLETE attains any of the performance achievements listed below and complies with the requirements set forth in this Agreement, NB shall pay ATHLETE a performance bonus as set opposite such achievement set forth below.

With respect to all world and United States (American) records achieved, the following criteria shall apply to earn such bonuses: (i) all records/performances must be officially recognized by the USATF and/or IAAF, whichever is applicable; (ii) records must be broken; performances that equal a current record will not qualify for a bonus; and (iii) record bonuses are not cumulative and ATHLETE shall receive the single highest bonus achieved one time per Contract Year per distance.

With respect to ranking bonuses, the following criteria shall apply to earn such bonuses: (1) all rankings are determined by Track and Field News; (2) rankings are only applicable for Olympic events; and (3) ranking bonuses are not cumulative and ATHLETE shall receive the single highest ranking bonus achieved one time per Contract Year.

(i) WORLD RECORDS:

- Individual World Outdoor Record (Olympic events only): \$100,000
- Individual World Indoor Record (Olympic events only): \$25,000

(ii) U.S. (AMERICAN) RECORDS:

- Individual U.S. (American) Outdoor Record (Olympic events only): \$50,000
- Individual U.S. (American) Indoor Record (Olympic events only): \$10,000



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(iii) COMPETITIONS (INDIVIDUAL EVENTS ONLY):

Event	First Place / Gold Medal	Second Place / Silver Medal	Third Place/ Bronze Medal
Olympic Games	\$150,000	\$100,000	\$50,000
World Outdoor Championships	\$100,000	\$60,000	\$40,000
World Indoor Championships	\$10,000	\$7,500	\$5,000
U.S. Olympic Trials (Track)	\$7,500	\$5,000	\$3,000
U.S. Outdoor Championships	\$5,000	\$3,000	\$1,000
IAAF Diamond League (A races only)	\$5,000	\$3,000	\$1,000
U.S. Indoor Championships	\$2,000	\$1,000	\$500
IAAF Continental Cup	\$5,000	\$3,000	\$1,000
NB Grand Prix	\$3,000		

(iv) OUTDOOR RANKINGS:

- World Rankings (as determined by Track and Field News, Olympic Events Only)

Rank	Amount
1	\$25,000
2	\$15,000
3	\$10,000
4	\$5,000
5	\$4,000
6 through 10	\$2,500

- United States Rankings (as determined by Track and Field News, Olympic Events Only)

Rank	Amount
1	\$10,000
2	\$5,000
3	\$2,500

V. TRACK TIME BONUSES (must be electronically timed and non-wind aided)

Bonus	800m
\$15,000	Sub 1:43.34
\$20,000	Sub 1:43.00

Time bonuses are non-cumulative and paid only one time per year per event to the highest bonus level achieved



NEW BALANCE ATHLETICS, INC.

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newbalance.com**VI. ROLLOVER (Individual Events Only):**

If ATHLETE attains any of the performance achievements listed below and complies with the requirements set forth in this Agreement, NB shall increase ATHLETE's Base Fee by such amount listed opposite such competition or achievement, as applicable, for each subsequent Contract Year through the expiration of the Agreement Period. Rollover increases to the Base Fee are not cumulative, and ATHLETE shall receive only the single highest Rollover increase to Base Fee achieved one time per Contract Year.

Criteria	First Place / Gold Medal	Second Place / Silver Medal	Third Place/ Bronze Medal
Olympic Games	\$150,000	\$100,000	\$50,000
World Outdoor Championships	\$100,000	\$60,000	\$40,000

- World Outdoor Records (Individual Olympic Events Only): \$100,000
- U.S. (American) Outdoor Records (Individual Olympic Events Only): \$50,000
- World Indoor Record (Individual Olympic events only): \$25,000
- (vii) If ATHLETE Qualifies for the final at the 2016 Olympics or 2017 World Championships, base Compensation will increase by \$10,000 (One time per Contract Term)
- Value of Top 5 world ranking

VII. AFFILIATION:

New Balance shall permit ATHLETE to compete under the Big Bear Track Club affiliation, and ATHLETE may wear the official uniform and footwear of Big Bear Track Club in all domestic competitions, including the US Indoor Championships and US Olympic Trials, in 2016. ATHLETE shall compete for Team New Balance and wear the Team New Balance official uniform in all international events.

**BORIS BERIAN OFFER
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